

AG Contract No KR03-0074TRN
ADOT ECS File No JPA 02-80
5-Year Item # 83003
Project: AC-NH-060-B(6)B
TRACS No : H5532 01C
Section: US 60, Grand Ave/
43rd Ave/Camelback Road
(Grand Avenue Overpass)
City of Glendale – C-4565

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF GLENDALE

THIS AGREEMENT is entered into 17 JANUARY, 2003, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF GLENDALE, acting by and through its CITY MANAGER (the "City")

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City

3. In conjunction with the State's roadway construction improvements of US 60, Grand Avenue Overpass at 43rd Avenue/ Camelback Road, the City requests the State incorporate the following 3 elements into the State's construction improvements: 1) Purchase of right-of-way associated with two billboards, at a lump sum cost of \$170,000 00; 2) Design and construction for wrought iron fence upgrade at Detention Basin No. 3, at a lump sum cost of \$49,891 00; 3) Design and construction of aesthetic retaining wall treatment for all walls within the City boundary at the 43rd Avenue/Camelback Road intersection, at a lump sum cost of \$111,835 00, herein referred to as the "Project". A summary of costs associated with the Project, totaling \$354,143 00, is detailed on Exhibit A, attached hereto and made a part hereof. Items include a fixed cost of 14% for construction engineering and administration and 5% for design engineering administration. The purpose of this agreement is to define each party's responsibility

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 25744
Filed with the Secretary of State
Date Filed: 01/17/2003

Janice K. Brewer
Secretary of State

By: Ding V. Gruenewald

II. SCOPE OF WORK

1. The State:

a. Upon execution of this agreement, will invoice the City a lump sum amount of \$354,143.00 for the City's total participation of the Project, which includes a fixed rate of 14% for construction engineering and administration and 5% for design engineering administration, shown on Exhibit "A".

b. Will provide to State standards design plans, specifications and other such documents and services required for the bidding and construction of the Project.

c. Will agree to be authorized agent for the City. On behalf of the City and with the City's written concurrence, the State will call for bids, award one or more contracts to accomplish the Project; administer same and make all payments to the contractor(s). Confer with the City on any Project related contract modifications. Be responsible for any contractor claims for extra compensation attributable to the State.

d. Will initiate a Master Roadway Maintenance agreement, which will outline the responsibilities of the parties herein, within the City's jurisdiction.

e. Upon completion, approve and accept the referenced Project on behalf of the parties hereto, as complete.

2. The City:

a. Upon execution of this agreement, will remit to the State a lump sum amount of \$354,143.00, for the City's total participation of the Project, which includes a fixed rate of 14% for construction engineering and administration and 5% for design engineering administration, shown on Exhibit "A".

b. Will and does hereby designate the State, as authorized agent for the City. Be responsible for any contractor claims for extra compensation attributable to the City.

c. Will be responsible for any City requested contract modifications associated with the Project, over and above the lump sum amount shown in this agreement.

d. Upon completion and acceptance of the referenced Project by the State, will provide maintenance to the Project. Coordinate with the State, the initiation of a Master Roadway Maintenance agreement, which will outline the responsibilities of the parties herein, within the City's jurisdiction.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of the work contemplated herein and reimbursements; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to advertisement of the Project, with sixty days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

For Contract Issues:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, MD 616E
Phoenix, AZ 85007
FAX: (602) 712-7424

City of Glendale
City Manager's Office
5850 West Glendale Avenue
Glendale, AZ 85301
FAX: (623) 847-1399

For Billing Issues:


Arizona Department of Transportation
Cost Accounting
206 South 17 Avenue, MD 204B
Phoenix, AZ 85007
FAX: (602) 712-7424

City of Glendale
Finance
5850 West Glendale Avenue
Glendale, AZ 85301
FAX: (623) 847-1399

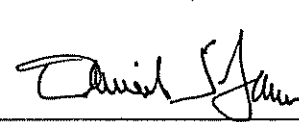
7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF GLENDALE, a Municipal
Corporation, Ed Beasley, City Manager

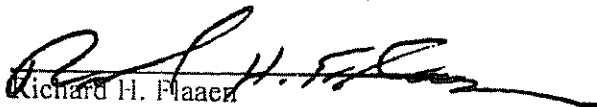
By 
ED BEASLEY
City Manager

STATE OF ARIZONA
Department of Transportation

By 
DANIEL S. LANCE, P.E.
Deputy State Engineer

By 
PAMELA OLIVEIRA
City Clerk

APPROVED AS TO FORM:


Richard H. Flaen
City Attorney

RESOLUTION NO. 3599 NEW SERIES

ELAINE M. SCRUGGS
MAYOR

ATTEST:

PAMELA OLIVEIRA
City Clerk

STATE OF ARIZONA)
County of Maricopa) ss
City of Glendale)

(SEAL)

APPROVED AS TO FORM:

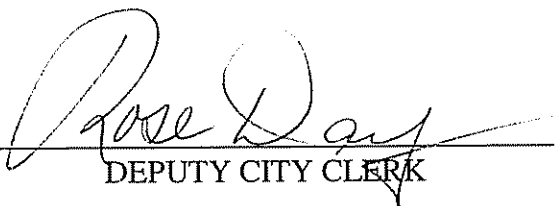
RICK FLAAEN
City Attorney

I, the undersigned, Rose Day, being the duly qualified Deputy City Clerk of the City of Glendale, Maricopa County, Arizona, certify that the foregoing Resolution No. 3599 New Series is a true, correct and accurate copy of Resolution No. 3599 New Series, passed and adopted at a regular meeting of the Council of the City of Glendale, held on the 9th day of July, 2002, at which a quorum was present and voted in favor of said Resolution.

REVIEWED BY:

Given under my hand and seal this 7th day of August, 2002.

Ed Beasley
City Manager


DEPUTY CITY CLERK

RESOLUTION NO. 3599 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR AESTHETIC ENHANCEMENTS TO THE GRAND AVENUE OVERPASS PROJECT AT 43RD AVENUE AND CAMELBACK ROAD.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

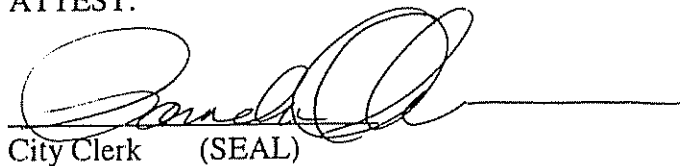
SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the Intergovernmental Agreement between the City of Glendale and the Arizona Department of Transportation (JPA 02-80) be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said agreement on behalf of the City of Glendale.

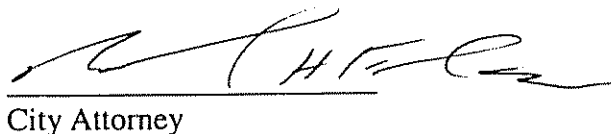
PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 9th day of July, 2002.


MAYOR

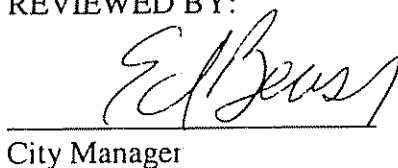
ATTEST:


City Clerk (SEAL)

APPROVED AS TO FORM:


City Attorney

REVIEWED BY:


City Manager

**EXHIBIT A
SUMMARY**

**GRAND AVENUE CORRIDOR
DESCRIPTION AND COST OF PAY ITEMS FOR THE CITY OF GLENDALE ENHANCEMENTS**

ITEM	DESCRIPTION	COST		TOTAL	DESCRIPTION
		DESIGN	CONSTRUCTION		
1	43RD AVENUE LUMP SUM FOR BILLBOARDS	\$0	\$170,000	\$170,000	Agreed upon Lump Sum associated with purchase of the two billboards.
2	43RD AVENUE LUMP SUM FOR WROUGHT IRON FENCE UPGRADE	\$2,500	\$47,391	\$49,891	Agreed upon Lump Sum Cost for Wrought Iron Fencing around Detention Basin 3 at the 43rd Ave/Camelback site.
3	43RD AVENUE LUMP SUM FOR AESTHETIC RETAINING WALL TREATMENT	\$0	\$111,835	\$111,835	Agreed upon Lump Sum Cost for Aesthetic retaining wall treatment for portion of walls within City of Glendale boundary (19,052sf of 29,312sf). Design costs paid under JPA 02-79 by the City of Phoenix.
Item 1 Sub-Total:		\$0	\$170,000	\$170,000	
Items 2 & 3 Sub-Total:		\$2,500	\$159,226	\$161,726	
14% CONSTRUCTION ENGINEERING AND ADMINISTRATION		\$0	\$22,292	\$22,292	Construction Engineering and Administration was calculated on a percentage basis of the construction cost of the City's Items 2 & 3 only.
5% DESIGN ENGINEERING ADMINISTRATION		\$125	\$0	\$125	Engineering Admin. was calculated on a percentage basis of the design cost of the City's Items 2 & 3 only.
ITEMS 2 & 3 TOTAL:		\$2,625	\$181,518	\$184,143	
ITEM 1 TOTAL:		\$0	\$170,000	\$170,000	
GRAND TOTAL		\$2,625	\$351,518	\$354,143	

EXHIBIT A
ITEM 1 SUMMARY BACKUP

Final Lump Sum Cost
JPA 02-80
Date: 6/17/02

Item No	Item Description	Unit	Quantity	Unit Price	Amount
1	43RD AVENUE - LUMP SUM FOR BILLBOARDS				
2					
3					
4					
5	PURCHASE OF RIGHT-OF-WAY LEASE FOR BOOTZ BILLBOARD	L. Sum	1	\$50,000.00	\$50,000.00
6	PURCHASE OF RIGHT-OF-WAY LEASE FOR CLEAR CHANNEL BILLBOARD	L. Sum	1	\$120,000.00	\$120,000.00
7					
8					
9					
10					
11					
12					
13	SUBTOTAL				\$170,000.00
14	DESIGN ENGINEERING				\$0.00
15	ITEM 1 TOTAL COST				\$170,000.00
16					
17					
18					
19					

EXHIBIT A
ITEM 2 SUMMARY BACKUP

Final Lump Sum Cost
JPA 02-80
Date: 6/17/02

Item No	Item Description	Unit	Quantity	Unit Price	Amount
1	43rd AVENUE - WROUGHT IRON FENCE UPGRADE				
2	LUMP SUM COST				
3					
4	9030008 WROUGHT IRON FENCE	L.FT.	1,753	\$30.00	\$52,590.00
5	9030044 FENCE GATE (WROUGHT IRON)	EACH	1	\$2,400.00	\$2,400.00
6	9020004 CHAIN LINK FENCE, TYPE 1 (72")	L.FT.	1,753	(\$8.00)	(\$14,024.00)
7	9020112 CHAIN LINK FENCE GATE, TYPE 1 (72") (OVER 13' TO 18' WIDE)	EACH	1	(\$600.00)	(\$600.00)
8					
9					
10	SUBTOTAL CONSTRUCTION COST (1)				\$40,366.00
11	MAINTENANCE OF TRAFFIC SHARE ¹	L.SUM	1	2.40%	\$969.00
12	CONSTRUCTION SURVEYING AND LAYOUT SHARE ²	L.SUM	1	2.90%	\$1,171.00
13	CONTRACTOR QUALITY CONTROL SHARE ³	L.SUM	1	2.10%	\$848.00
14	MOBILIZATION SHARE ⁴	L.SUM	1	10.00%	\$4,037.00
15					
16	SUBTOTAL CONSTRUCTION COST (2)				\$47,391.00
17	DESIGN ENGINEERING				\$2,500.00
18	ITEM 2 TOTAL COST				\$49,891.00
19					

Notes:

1. Maintenance of Traffic was calculated on a percentage basis (2.4% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of the construction cost of the City's items.
2. Construction Surveying and Layout was calculated on a percentage basis (2.9% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of the construction cost of the City's items.
3. Contractor Quality Control was calculated on a percentage basis (2.1% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of the construction cost of the City's items.
4. Mobilization was calculated on a percentage basis (10.0% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of the construction cost of the City's items

EXHIBIT A
ITEM 3 SUMMARY BACKUP

Item No	Item Description	Unit	Quantity	Unit Price	Amount
1	43rd AVENUE - AESTHETIC RETAINING WALL TREATMENT				
2	LUMP SUM COST				
3					
4	9140128 RETAINING WALL (MSE)	SQ. FT.	19,052	\$5.00	\$95,260.00
5					
6					
7	SUBTOTAL CONSTRUCTION COST (1)				\$95,260.00
8					
9	MAINTENANCE OF TRAFFIC SHARE ¹	L.SUM	1	2.40%	\$2,286.00
10	CONSTRUCTION SURVEYING AND LAYOUT SHARE ²	L.SUM	1	2.90%	\$2,763.00
11	CONTRACTOR QUALITY CONTROL SHARE ³	L.SUM	1	2.10%	\$2,000.00
12	MOBILIZATION SHARE ⁴	L.SUM	1	10.00%	\$9,526.00
13					
14	SUBTOTAL CONSTRUCTION COST (2)				\$111,835.00
15	DESIGN ENGINEERING (PAID FOR BY CITY OF PHOENIX)				\$0.00
16	ITEM 3 TOTAL COST				\$111,835.00
17					
18					
19					

Notes:

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4. Mobilization was calculated on a percentage basis (10.0% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of the construction cost of the City's items



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL
TRANSPORTATION SECTION

1275 WEST WASHINGTON STREET. PHOENIX, AZ 85007-2926

TRN Main: (602) 542-1680
Direct: (602) 542-8855
Fax: (602) 542-3646

Terry Goddard
Attorney General

MAIN PHONE: (602) 542-1680
FACSIMILE: (602) 542-3646


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR03-0074TRN, (JPA 02-80) an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED January 9, 2003.

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

/srs

Att.